

# Union County / Teamsters Local 147 (Sheriff)

2002-2003

CEO 582

SECTOR 1

## IN THE MATTER OF THE ARBITRATION BETWEEN

UNION COUNTY, IOWA,	:	
	:	CEO# 582, Sector 1
Employer,	:	
	:	
and	:	
	:	AWARD OF ARBITRATOR
TEAMSTERS LOCAL NO. 147 -	:	
(SHERIFF'S DEPARTMENT),	:	
	:	
Union.	:	

### APPEARANCES

For the Union: Timothy C. Hall, Attorney and Spokesman  
Paul F. Cason, Secretary-Treasurer,  
Teamsters Local 147  
Brian Bolton, Union Steward  
David Danielson, Union Steward

For the Employer: Lou Herrera, Attorney and Spokesman  
Jack Lipovac, Observer

### BACKGROUND

The undersigned was selected as Arbitrator in this matter and the hearing was scheduled, by agreement of the parties, after they were unsuccessful in reaching voluntary settlement on all items for their July 1, 2003, to June 30, 2004, contract and after a prior Arbitrator's award was submitted for judicial review to the Iowa District Court in and for Union County.<sup>1</sup> As part of the resolution of the District Court proceeding, Lou Herrera, for the Employer and

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<sup>1</sup>There was no fact-finding hearing held as part of the process to resolve the impasse in this matter. The Union and the Employer indicated there was error committed by the prior Arbitrator with respect to an item at impasse before him, which prompted the Employer's petition for judicial review.

Timothy C. Hall and Paul F. Cason, for the Union, executed a joint stipulation at the hearing before the undersigned, which in relevant part provides the undersigned is to hear the arbitration case anew and to issue an award. See copy of the said stipulation attached hereto and marked as Exhibit "A." After the stipulation was signed, a question developed as to whether on-call pay is properly considered as a component of the wage impasse item or whether it is a separate impasse item.<sup>2</sup> Lou Herrera, for the Employer, submitted the parties had an agreement that what the wage increase for the bargaining unit should be and whether the unit employees should receive on-call pay were to be considered as parts of one item. The Union, through Timothy C. Hall, submitted its offers on the wage increase and on-call pay should be considered as presenting separate issues or items for decision. The undersigned adjourned the hearing briefly to allow the representatives the opportunity to resolve the matter between themselves. The adjournment did not produce any agreement. In a colloquy thereafter with the undersigned, Paul F. Cason advised the Union had for a time, in discussions which took place after the prior Arbitrator's award was issued, treated the wage increase for the bargaining unit and on-call pay as parts of a single issue or

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<sup>2</sup>More particularly: Is on-call pay a form of wages or a form of supplemental pay under Chapter 20, Section 9, of the Code?

impasse item.<sup>3</sup> Based upon Mr. Cason's statement, the undersigned's review of the Union's final offer, and the apparent reliance placed by the Employer upon its prior discussions with the Union with respect to the issue, the undersigned held that what the wage increase should be for the bargaining unit and whether employees therein should receive on-call pay would be considered by this Arbitrator as components of a single impasse item.

The arbitration hearing before the undersigned commenced at approximately 10:00 A.M. on September 22, 2003, and concluded at approximately 12:30 P.M. Testimony and exhibits were received from both the Union and the Employer. The hearing was tape-recorded. The respective positions of the parties on the impasse items were well-presented and well-argued.<sup>4</sup>

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<sup>3</sup>The final offer, which the Union gave the Employer before the hearing presided over by the undersigned, also reflects the Union had been treating the wage increase and on-call pay as components of a single item, to wit: wages.

<sup>4</sup>There was only one objection made regarding the exhibits offered into evidence. Lou Herrera objected to the submission by the Union of a copy of the prior Arbitrator's award as being "immaterial and irrelevant." One problem with that objection was that the undersigned had already received testimony from the Union regarding the substance of the prior award and the results of said award without objection. Secondly, to know whether any part of said award was relevant or material, one would have had to read it. The objection was overruled. After reviewing that award subsequent to the hearing, the undersigned has determined the relevance of the prior award is limited to assisting one's understanding with respect to the error which led to the Employer's petition for judicial review. Therefore, the undersigned has given it no weight in deciding the merits of this case.

## ISSUES

The parties are at impasse on wages and health insurance. Copies of their final offers on these items are attached hereto and marked as Exhibit "B" (the Union's) and Exhibit "C" (the Employer's). Some additional explanation is required for one to have a more complete understanding of those offers.

The Union's offer contemplates that the hourly wage for all classifications in the bargaining unit, other than for the Assistant Jailer classification, would be increased by \$.50 effective July 1, 2003, and that the Assistant Jailer hourly wage would be increased by \$.60 effective July 1, 2003. The Union's offer regarding on-call pay contemplates that bargaining-unit employees would receive no more than six hours of that pay while in that status, that the rate of on-call pay would be one-half of the regular hourly rate for the employee in that status, and that, if an employee who is on call is called in to work, the employee's call-in pay and on-call pay will not be "stacked."<sup>5</sup> The latter aspect of the proposal was explained by Union witnesses to mean an employee who received call-in pay would not also receive on-call pay for the hours the employee worked after being called in. See Union testimony.

The Employer's offer on wages is also two-pronged. Per its terms, the hourly wage for all classifications in the bargaining

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<sup>5</sup>Article 5 of the contract between the parties provides for call-in. See Union Exhibit No. 3, at page 5.

unit, except the Assistant Jail Administrator classification, would increase by \$1.50, and the hourly wage for the Assistant Jail Administrator would increase by \$1.60. As with the Union's offer, the Employer's offer on wages is also intended to be effective July 1, 2003. See testimony of Lou Herrera. From the record made, it is apparent the Employer's offer is intended to be linked to the acceptance/award of its offer on the health insurance impasse item. See testimony of Timothy C. Hall and Lou Herrera.

The Employer's offer on the health insurance impasse item would require abandonment of the current health insurance plan, referred to at the hearing as "Plan A," and substitution therefore by a three-plan system, from which employees in the bargaining unit could select one plan to best fit their needs. Additionally, the Employer's offer would require employees in the bargaining unit, who wish family or dependent coverage, to commence paying for part of the cost of the health insurance benefit they receive. The amount of the contributions proposed by the Employer are set forth in the copy of the Employer's offer attached hereto. Lou Herrera advised the undersigned the amounts shown thereon are intended to be paid weekly by the employees. Material provisions of the health insurance plan currently in effect versus those of the three plans proposed by the Employer are as follows:

<u>PLAN A</u>	<u>PPO</u>	<u>NON-PPO</u>	<u>COST</u>
Deductible	\$ 100 single \$ 200 family	\$ 200 single \$ 400 family	\$ 582.33 1,397.59
Coinsurance	90%	80%	
Out of pocket	\$ 400 single \$ 400 family	\$ 400 single \$ 400 family	
<u>PLAN B</u>			
Deductible	\$ 250 single \$ 500 family	\$ 500 single \$1,000 family	\$ 532.71 1,278.51
Coinsurance	90%	70%	
Out of pocket	\$1,000 single \$2,000 family	\$2,000 single \$4,000 family	
<u>PLAN C</u>			
Deductible	\$ 500 single \$1,000 family	\$1,000 single \$2,000 family	\$ 476.86 1,144.46
Coinsurance	80%	60%	
Out of pocket	\$1,500 single \$3,000 family	\$3,000 single \$6,000 family	
<u>PLAN D</u>			
Deductible	\$1,000 single \$2,000 family	\$2,000 single \$4,000 family	\$ 440.98 1,058.35
Coinsurance	80%	60%	
Out of pocket	\$2,000 single \$4,000 family	\$4,000 single \$8,000 family	

**NOTE: ALL PLANS**

The PPO and Non-PPO Out-of-pocket Maximums and Deductibles are reciprocal (i.e., charges applied to satisfy the Non-PPO Out-of-pocket Maximum also satisfy the PPO Out-of-pocket Maximum and vice versa)

See Employer Exhibit No. 1, at page 10.

Chapter 20, Sections 22(9) and (11), of the Code of Iowa requires this Arbitrator to select the most reasonable offer on the impasse items after considering, in addition to any other relevant factors, the following:

- a. Past collective bargaining contracts between the parties including the bargaining that led up to such contracts.
- b. Comparison of wages, hours and conditions of employment of the involved public employees with those of other public

employees doing comparable work, giving consideration to factors peculiar to the area and the classifications involved.

c. The interests and welfare of the public, the ability of the public employer to finance economic adjustments and the effect of such adjustments on the normal standard of services.

d. The power of the public employer to levy taxes and appropriate funds for the conduct of its operations.

The discussion in this award of the foregoing factors and evidence relating to them proceeds in the order that the factors appear above.

**PAST COLLECTIVE BARGAINING CONTRACTS,**  
**INCLUDING THE BARGAINING WHICH**  
**LED UP TO SUCH CONTRACTS**

To put it succinctly, the undersigned did not receive a great deal of evidence relating to the bargaining history of the parties. However, the undersigned was advised the Employer and the Union have been bargaining contracts between them for approximately twelve to fifteen years. Most of those contracts have been the product of voluntary settlement, and most of the contracts have had terms of three years.<sup>6</sup> See testimony of the parties.

In the negotiations of the contract immediately preceding the July 1, 2000, to June 30, 2003, contract, the Employer proposed change to the health insurance benefit which it had been providing to the bargaining unit employees. In those negotiations, the Employer proposed changes in the deductibles and co-payments of the plan, as well as other changes to the plan, and also proposed the

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<sup>6</sup>The offers of the parties in this matter are for a one-year term.

sheriff's department bargaining unit employees would start to pay a portion of the cost of the benefit. After a fact-finder issued a report for the Employer's secondary road unit, recommending against similar changes to the insurance benefit provided to that unit, the Employer withdrew the proposal for such change in the contract of the sheriff's department bargaining unit. In 2000, the Employer proposed change to the insurance benefit which would be provided under the July 1, 2000, to June 30, 2003, contract of the sheriff's department bargaining unit employees. The Union refused to accept the proposal, and it was again withdrawn. See Employer Exhibit No. 1, at pages 2-3, and testimony offered on behalf of the Employer. The Union and the bargaining unit employees in the sheriff's department have accepted lower wage increases in past years in exchange for maintenance of the health insurance benefit. See testimony offered on behalf of the Union.

The wage increase negotiated by the parties for each bargaining unit employee over the period from July 1, 2001, to June 30, 2002, was \$.45 per hour, and the wage increase negotiated for each bargaining unit employee over the period July 1, 2002, to June 30, 2003, was \$.45 per hour as well. See Union Exhibit No. 3, at page 9.

The Union's on-call pay proposal, based upon the record made, appears to be of recent vintage, prompted, at least in part, by the fact the sheriff's department is short one deputy to cover the hours of service the department wishes to provide. As reflected in



the Employer Exhibit No. 1, at page 1 and at page 6, "...Currently, there is normally at least one deputy on call each night from four (4) to six (6) hours...These hours are normally between 11:00 P.M. to 6:00 A.M...."<sup>7</sup> The deputy sheriff on call is required to keep the dispatcher/sheriff's office advised of the deputy's location and to be available to be called in to work. See testimony of Union.

COMPARISON OF WAGES, HOURS AND  
CONDITIONS OF EMPLOYMENT

The parties were not in agreement as to the employers and employees appropriate for comparison in this matter. The Union provided data concerning wages, health insurance benefits, and/or contractual on-call pay provisions in the following seven county sheriff's departments:<sup>8</sup>

<u>COUNTY</u>	<u>YEAR 2000 POPULATION</u>
Shelby	13,173
Chicasaw	13,095
Cherokee	13,035
Palo Alto	10,147
Clarke	9,133
Adair	See footnote
Madison	See footnote

See Union Exhibits 7 - 15, and 21.

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<sup>7</sup>Testimony at the hearing indicated the on-call time period is usually 1:00 A.M. to 7:00 A.M.

<sup>8</sup>Union Exhibit No. 4 showed the year 2000 population of Union County, Iowa, was 12,309. Employer Exhibit No. 1, at page 13, showed the population of Adair County to be 8,069 and the population of Madison County to be 14,190. With respect to Adair County, the only material information provided by the Union pertained to the on-call pay provision in the contract for that unit. See Union Exhibit No. 14.

While it may be said the foregoing counties are comparable in population to Union County, only three, in the opinion of this Arbitrator, may be said to be geographically proximate, those being: Clarke, Madison, and Adair. In the experience of this Arbitrator, in making selections for comparison, location is an important factor for consideration. The level of competition for employees in the labor pool and the effect it has on compensation is influenced by geographical location in Iowa.

The primary focus in this matter of the Employer's comparisons was upon wage levels and health insurance. For comparisons on those items, the Employer selected not only county sheriff's departments in Iowa, and their deputy sheriffs, but also submitted information/data for comparison concerning insurance benefits provided by private employers nationally and in Iowa and in Union County.<sup>9</sup>

One difficulty posed by the health insurance information provided concerning private employers in this matter arises from the lack of information offered concerning the remaining forms of compensation provided by those employers, most importantly the wages such employers are paying to their employees. To put it simply, the hourly wage or annual salary an employer pays may make more, or fewer, dollars available to pay for health insurance

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<sup>9</sup>This data includes levels/amounts of employee contributions and the cost of such benefits. The Employer also provided insurance information for 29 counties in Iowa which participate in the Iowa State Association of Counties health insurance plans. See Employer Exhibit No. 1, at pages 4 and 27.

coverage. Additionally, national and statewide comparisons lack the characteristic of geographical proximity which the undersigned has already commented upon with respect to the Union's choices for comparison. Finally, no information was provided as to whether or not or how many of the employees involved in the national and statewide comparisons were part of groups organized for collective bargaining, a factor which can influence the data offered for comparison.

The Employer did present a group of counties in Iowa, and their sheriff's departments, for comparisons, which counties were geographically proximate to Union County, the population of which were somewhat similar to the population of Union County.<sup>10</sup> The employee groups and counties provided for comparison in that regard are:

<u>COUNTY</u>	<u>POPULATION</u>
Page	16,682
Cass	14,559
Madison	14,190
<b>Union</b>	<b>12,240</b>
Montgomery	11,536
Guthrie	11,323
Lucas	9,470
Clarke	9,143
Decatur	8,645
Adair	8,069
Taylor	6,880
Audubon	6,715
Wayne	6,639
Ringgold	5,376
Adams	4,395

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<sup>10</sup>Lou Herrera advised he believed the sheriff's department employees in one of the counties were not organized for collective bargaining. However, he was unable to identify that group of employees/county with certainty.

See Employer Exhibit No. 1, at page 13.

It is apparent this group includes three of the counties used for comparisons by the Union, and this Arbitrator finds it to be an appropriate group for comparison, particularly the group of these counties the populations of which are 8,000 and above.<sup>11</sup>

Regarding the health insurance item, the Employer submitted the following information, which the undersigned finds material, relating to the amounts employees in each county in the group will pay toward the cost of the health insurance benefit:

**FAMILY COVERAGE (2003-2004)**  
**Ranked High to Low**

	<u>Employee Cost per Year</u>	<u>Employee Cost per Month</u>	<u>Employee Cost per Hour</u>
Decatur**	\$6,600	\$550	\$3.17
Ringgold**	\$5,760	\$480	\$2.77
Taylor**	\$4,956	\$413	\$2.38
Lucas	\$4,404	\$367	\$2.12
Wayne**	\$3,984	\$332	\$1.92
Page	\$3,372	\$281	\$1.62
Adams**	\$2,880	\$240	\$1.38
Cass**	\$2,064	\$172	\$0.99
Clarke	\$1,956	\$163	\$0.94
Adair	\$1,800	\$150	\$0.87
Montgomery	\$1,548	\$129	\$0.74
Audubon**	\$ -	\$ -	\$ -
Guthrie**	\$ -	\$ -	\$ -
Madison	\$ -	\$ -	\$ -
Union*	\$ -	\$ -	\$ -
<b>Average</b>	<b>\$2,622</b>	<b>\$218</b>	<b>\$1.26</b>

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<sup>11</sup>The undersigned observes the City of Creston, county seat of Union County, had a year 2000 population of 7,597, which exceeded the population total in each of the following counties on the Employer's list: Taylor, Audubon, Wayne, Ringgold, and Adams. The total labor force in Union County in the year 2000 was 6,290, which number suggests the aforesaid counties may be somewhat small for comparison. See Union Exhibit No. 4.

\*Plan A

\*\*Eight (8) of fourteen (14) counties made plan changes in 2003 to control costs. For example, Audubon County changed from ISAC Plan 5 to Plan 10 (\$1,042 to \$872). Employees may stay on Plan 5 by paying the cost difference.

See Employer Exhibit No. 1, at page 21.

The three counties in which employees in the sheriff's departments will pay nothing toward the cost of family coverage, shown in the above list, all have insurance plans which will cost them less in 2003-2004 than the cost of Union County's Plan A in 2003-2004. In regard to cost to each county in the group, the Employer presented the following comparison information:

**COMPARISON OF INSURANCE COSTS**  
**Family Coverage (2003-2004)**  
**Ranked High to Low**

	<u>County Cost</u> <u>per Year</u>	<u>County Cost</u> <u>per Month</u>	<u>County Cost</u> <u>per Hour</u>
<b>Union*</b>	<b>\$16,771.08</b>	<b>\$1,397.59</b>	<b>\$8.06<sup>12</sup></b>
Madison	\$11,232.00	\$ 936.00	\$5.40
Cass**	\$10,788.00	\$ 899.00	\$5.19
Audubon**	\$10,464.00	\$ 872.00	\$5.03
Adair	\$ 9,480.00	\$ 790.00	\$4.56
Guthrie**	\$ 9,120.00	\$ 760.00	\$4.38
Clarke	\$ 8,220.00	\$ 685.00	\$3.95
Montgomery	\$ 8,052.00	\$ 671.00	\$3.87
Adams**	\$ 7,896.00	\$ 658.00	\$3.80
Page	\$ 7,884.00	\$ 657.00	\$3.79
Taylor**	\$ 6,828.00	\$ 569.00	\$3.28
Decatur**	\$ 5,904.00	\$ 492.00	\$2.84
Ringgold**	\$ 5,280.00	\$ 440.00	\$2.54
Lucas	\$ 5,112.00	\$ 426.00	\$2.46
Wayne**	\$ 5,028.00	\$ 419.00	\$2.42
<b>Average</b>	<b>\$ 8,537.27</b>	<b>\$ 711.44</b>	<b>\$4.14</b>

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<sup>12</sup>The Employer's exhibit actually showed the hourly cost of Plan A insurance to be \$8.62. However, Lou Herrera indicated, at least for the last year, deputy sheriffs in the unit have worked a 2080 hour work year. \$16,771.08 divided by 2080 equals \$8.06.

\*Plan A

\*\*Eight (8) of fourteen (14) counties made plan changes in 2003 to control costs. For example, Audubon County changed from ISAC Plan 5 to Plan 10 (\$1,042 to \$872). Employees may stay on Plan 5 by paying the cost difference.

See Employer Exhibit No. 1, at page 20.

Regarding the wage impasse item, the Employer submitted the following information with respect to deputy sheriffs wages:

	Hourly Pay Rate
<b>Union</b>	<b>\$14.72</b>
Madison	\$15.13
Montgomery	\$18.69
Cass	\$16.14
Adair	\$17.50
Decatur	\$13.92
Audubon	\$16.25
Page	\$18.54
Clarke	\$16.92
Adams	\$16.15
Guthrie	\$16.70
Taylor	\$13.59
Ringgold	\$13.38
Lucas	\$15.34
Wayne	\$14.93
<b>Average</b>	<b>\$15.86<sup>13</sup></b>

See Employer Exhibit No. 1, at page 22.

A review of the tape recording of the testimony offered at the hearing does not reveal whether the pay rates shown above are fiscal 2002-2003 rates or not. However, a review of Union Exhibit

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<sup>13</sup>The average shown here and in the Employer's Exhibit includes the Union County wage in its computation. If the Union County wage is not included in the computation, the average wage is \$15.94. Whichever way it is computed, the Employer's statement in its Exhibit No. 1, at page 6, that "...the base hourly rate for Union County employees ranks near the bottom..." is borne out by this information.

No. 3, at page 9, Union Exhibit No. 12, and Union Exhibit No. 21 show these are the fiscal 2002-2003 rates for Union County, Clarke County, and Madison County. From this, the undersigned would conclude the wages shown for all of the counties are in fact the fiscal 2002-2003 rates.<sup>14</sup>

The Employer also submitted information regarding the 2003-2004 wage settlements for deputies reached in the sheriff's departments in its groups of comparables. The following sets forth that information:

<u>County</u>	<u>Wage Increase %</u>
Montgomery	1.40%
Page	5.00%
Clarke	3.00%
Guthrie	3.00%
Adams	3.00%
Wayne	2.99%
Decatur	3.00%
Taylor	3.00%

See Employer Exhibit No. 1, at page 23.

From the foregoing information, the undersigned computes the following are the 2003-2004 top wages for deputies in the counties in the Employer's group, which have populations greater than 8,000, for which settlement information was obtained:<sup>15</sup>

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<sup>14</sup>The rates shown for Union, Clarke, and Madison counties are the top deputy sheriff hourly wages in those counties in fiscal 2002-2003.

<sup>15</sup>The only evidence pertaining to 2003-2004 wage increases for jailers, found in the record by the undersigned, was in Union Exhibit No. 7. That exhibit showed the Chickasaw County Jail Administrator received a \$.56 per hour wage increase for 2003-2004 and showed Cherokee County jailers received a \$.75 per hour increase in their 2003-2004 wages.

Page	$\$18.54 \times .05 = \$.93$	$\$18.54 + \$.93 = \$19.47$
Montgomery	$\$18.69 \times .014 = \$.26$	$\$18.69 + \$.26 = \$18.95$
Guthrie	$\$16.70 \times .03 = \$.50$	$\$16.70 + \$.50 = \$17.20$
Clarke	$\$16.92 \times .03 = \$.51$	$\$16.92 + \$.51 = \$17.43$
Decatur	$\$13.92 \times .03 = \$.42$	$\$13.92 + \$.42 = \$14.34$

Average	$\$17.48$	$\$17.48$
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Taking the resulting hourly wage for each county as computed above and adding to that wage the fiscal 2003-2004 hourly cost of the health insurance benefit for deputy sheriffs in each county, the undersigned computes the following compensation amounts for deputies in each of those counties:

	<u>Wage</u>	<u>Ins.</u>	<u>Total</u>
Page	$\$19.47$	$+ \$3.79$	$= \$23.26$
Montgomery	$\$18.95$	$+ \$3.87$	$= \$22.82$
Guthrie	$\$17.20$	$+ \$4.38$	$= \$21.58$
Clarke	$\$17.43$	$+ \$3.95$	$= \$21.38$
Decatur	$\$14.34$	$+ \$2.84$	$= \$17.18$
Average			$\$21.24$

With respect to the on-call component of the Union's wage proposal, both parties submitted exhibits of comparisons. Union Exhibits No. 13, 14, and 15 show on-call pay is received by sheriff's department employees in Adair County, Clarke County, and Madison County. In Adair County, the sheriff's department contract provides as follows:<sup>16</sup>

On-call (standby time) will be paid for at the rate of twenty-five percent (25%) of the applicable hourly straight time wage rate.

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<sup>16</sup>These counties also provide for call-back pay in their sheriff's department contracts.



The Clarke County sheriff's department contract provides as follows:

Standby. Any employee placed on standby other than 18:00-19:00 hours, 04:00-06:00 hours, and 06:00-07:00 hours and is expected to respond in a timely manner shall receive 25% of their normal hourly rate for time spent in the "standby" status. Standby pay for hours from 16:00-18:00 hours will be paid at Two Dollars and Fifty Cents (\$2.50) per hour.

The Madison County sheriff's department contract includes the following provision:

On-call time for Sheriff's Department personnel will be paid at the rate of Four Dollars (\$4.00) per hour.

Employer Exhibit No. 1, at page 24, asserted that "...None of the counties..." in the group of comparables "...provide this type of wage benefit...", referring to the on-call proposal of the Union. Upon further inquiry, it was determined the statement was not meant to indicate none of the counties in the Employer's comparables paid sheriff's employees when they are on call, but, rather, none of those counties paid at the hourly rate contemplated by the Union's offer in this matter. See testimony of Lou Herrera. That assertion is more or less borne out by the information provided by the Union regarding on-call pay in Adair, Clarke, and Madison counties, depending on the number of hours a deputy in those counties would be required to be on call.<sup>17</sup>

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<sup>17</sup>The Union's offer caps the number of hours (at six) an employee will be paid for while on call but does not cap the number of hours the employee can be required to be on call. Adair County and Madison County don't limit the number of hours for which on-call pay will be received.

INTERESTS AND WELFARE OF THE PUBLIC,  
THE ABILITY TO FINANCE ECONOMIC ADJUSTMENTS,  
THE EFFECT OF SUCH ADJUSTMENTS ON THE  
NORMAL STANDARD OF SERVICES, AND  
THE POWER TO LEVY TAXES AND APPROPRIATE FUNDS

The Employer did not present any evidence or assert at the hearing before the undersigned that it did not have the ability to pay the cost of either of the offers on the items at impasse, nor did it present evidence pertaining to the power to levy taxes and appropriate funds. It did, however, through the statements of Lou Herrera, indicate the cost of the health insurance benefit for its employees increased by 20% effective July 1, 2003.

OTHER RELEVANT FACTORS

Effective July 1, 2002, the non-bargaining unit employees of Union County were required to commence paying part of the cost of family health insurance coverage. Additionally, the Employer required them to select that coverage from either Plan B, or Plan C, or Plan D, the deductible and co-pay provisions of which have earlier been set forth in this decision. Non-bargaining unit employees selecting Plan B are required to pay \$40.00 per week toward the cost of same, and those selecting Plan C are required to pay \$25.00 per week. See testimony of Lou Herrera.

On April 17, 2003, the Employer and its Secondary Roads bargaining unit arbitrated their fiscal 2003-2004 contract. The Employer's offer on wages and health insurance, which were items at impasse in that matter, were substantially similar to the Employer's offer in this matter. In that arbitration, the Employer

offered a wage increase of "...\$1.35 per hour tied to the adoption of a new insurance policy (Adoption of Plan B--employee contributes \$40 per week; Adoption of Plan C--employee contributes \$25.00 per week; Adoption of Plan D--employee contributes \$0 per week)." In her decision, Rose Marie Baron, noted the evidence confirmed for that unit a "...historical pattern of accepting a lower wage increase in order to maintain the practice of no contributions to health insurance..." existed. In her decision, Arbitrator Baron found the Union's offer on health insurance, which offered no change in plan and no employee contribution to the cost of insurance, was the more reasonable. See Union Exhibit No. 6.

#### CONCLUSIONS

Section 20.22(11) of the Code of Iowa requires this Arbitrator to select the most reasonable offer of the parties on each impasse item. In the opinion of the undersigned, this requires one to make a judgment of the overall weight of the evidence as it relates to the factors listed in Section 20.22(9) of the Code.

#### Health Insurance

There is no question in the judgment of this Arbitrator, a large amount of the dollars the Employer has for compensating the employees in the sheriff's department bargaining unit go to the cost of this portion of compensation. Nor does the undersigned question the assertion the Employer spends more of such dollars on the health insurance benefit for this bargaining unit than do other

employers of employees doing similar work, or the assertion that putting the money on this benefit, rather than on wages, will impact the pensions which employees in this unit will receive upon retirement.<sup>18</sup> It is also clear, however, the current situation is the result of past decisions, primarily by the bargaining unit but also by the Employer, to provide for a lower wage or salary in exchange for the health insurance benefit. The undersigned is hesitant to mandate change, unless other factors outweigh the bargaining-history factor. In this case, the undersigned concludes the evidence relating to other factors set forth in the Code does not tilt the balance away from that which the parties have struck in their prior contracts. In that regard, the undersigned notes that the record made does not show an inability to pay, and the undersigned would characterize the evidence relating to "other relevant factors" as being in equipoise. While the non-bargaining unit employees of the Employer must select from the three plans it offered in this matter and must pay part of the premium for same, another arbitrator has continued the health insurance benefit unchanged for employees in the secondary roads bargaining unit.

More importantly, the evidence relating to comparability does not show, in the judgment of the undersigned, that the total compensation of the sheriff's department bargaining unit is so far from the norm, as to be unreasonable. In that regard, the

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<sup>18</sup>This point was raised by Lou Herrera at the hearing and is well taken.

undersigned would first point out that, whenever comparisons of a group of employers and their bargaining unit employees are made, one will find someone in the group holding the first-place ranking. Furthermore, looking at health insurance as part of compensation, as the Employer did in one of its exhibits, it is axiomatic that reasonableness of compensation must be judged by the cost of all of its parts. The lower wage which the bargaining unit employees in this matter have been paid appears from the record to have offset, to a significant degree, the cost of the health insurance benefit they have received. From the information submitted, it appears to this Arbitrator that some of the counties compared by the Employer, (Montgomery, Adair, and Page), have wage and health insurance packages which are similar in cost to the cost of Union County's wage and health insurance package for its sheriff's unit. See Employer Exhibit No. 1, page 22. An award of the Union's offer on wages, along with maintenance of the health insurance benefits as is, will not result in a distortion in the level of compensation in Union County vis-a-vis the level of compensation received in said counties in the opinion of this Arbitrator. That conclusion is made apparent when one adds the hourly wage increase proposed by the Union for the deputy sheriffs to the current hourly wage and the 2003-2004 hourly cost of the Plan A health insurance benefit. The total cost of these two components of compensation would be \$23.28 (\$14.72 + \$.50 + \$8.06). This resulting amount is in line with the amount Page County is paying for wages and health

insurance in fiscal 2003-2004, which the undersigned has previously computed in this decision to be \$23.26.<sup>19</sup> See also Montgomery County and the cost of these items of compensation as computed herein.

### Wages

This Arbitrator finds the Union's offer on the wage impasse item to be the most reasonable. In combination with the increased cost of the health insurance benefit, \$.50 an hour will maintain the level of compensation for deputy sheriffs in the bargaining unit vis-a-vis the levels of compensation for deputies in the other bargaining units compared in this matter. Additionally a \$.50 per hour increase for deputy sheriffs in this matter is generally consistent with the 2003-2004 hourly wage increase negotiated for the bargaining units in other counties compared by the Employer, where the average of those increases was \$.52 per hour. A \$.60 per hour wage increase for the Assistant Jail Administrator

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<sup>19</sup>While the undersigned determines the overall weight of the evidence supports the Union's offer on this item as being more reasonable, that conclusion should not be viewed as finding the Employer's offer to be unreasonable. It is reasonable that the Employer would seek to control health insurance costs after a 20% increase in premiums. In making the judgment in favor of the Union's offer, the undersigned has considered the fact that the Employer's offer seeks to both change the health insurance plan's deductibles, co-pays and the resulting out-of-pocket maximums and to require employee payments toward the premiums of the Plan B and Plan C. The Employer's offer on wages would offset the cost of the family health insurance premium contributions it seeks. However, what part of the balance of the wage increase offered by the Employer would be available for an employee to spend on items other than medical services would be dependent on the deductible and co-pays the employee would have to pay during the year.

classification is consistent with the raise of \$.56 negotiated for the Jail Administrator classification in Chickasaw County and the raise of \$.75 hour for the Jailer classification in Cherokee County. Finally, a \$.50 per hour increase for deputy sheriffs in the bargaining unit is close to the hourly increase they received in each of the last two years of the fiscal 2000-2003 contract between the parties.

The on-call pay component of the Union's offer on the wage impasse item is more troublesome for the undersigned. The argument of the Employer, that on-call pay is a new benefit and that generally new benefits should be negotiated rather than imposed by a neutral, is well-taken. However, being on-call is not an insignificant service to be provided by employees. Whether employees on call would otherwise be sleeping during those hours, as suggested in argument on behalf of the Employer, is a matter which may or may not be. What is certain is the fact that the employee on call must keep the Employer advised of the employee's location and the telephone number where they can be reached.. Further, logic suggests, while on call, an employee would have to remain in an area close enough to Union County to be able to respond to a call requiring the employee to return to work. The Employer's offer would result in no pay for the on-call service. The Union's offer, though it requires a higher rate of pay than that paid in geographically proximate counties, does find support in the fact that at least three of the counties used as comparables

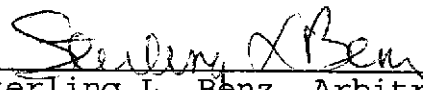
by the Employer and the Union in this matter, pay employees in their sheriff's department bargaining units when they are on-call.

**AWARD**

For the reasons expressed, the undersigned makes the following selections on the impasse items:

1. Article 9, Group Insurance - Union's offer.
2. Article 11, Wages (Hourly Wage Increase and On-call Pay) - Union's offer.

Dated this 3rd day of October, 2003.

  
Sterling L. Benz, Arbitrator



IN THE IOWA DISTRICT COURT FOR UNION COUNTY

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Union County,	)	
	)	No. <u>CVCVO 14461</u>
Petitioner	)	
	)	
vs.	)	Joint Stipulation
	)	
Public Employment Relations Board,	)	
	)	
Respondent	)	

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Comes now all parties affected by this proceeding and submit the following joint stipulation for the Court's consideration which resolves the issues presented in this administrative appeal.

1. The Union County District Court has jurisdiction and venue of these matters pursuant to Iowa Code § 17A.19(2).
2. In accordance with the terms of a written collective bargaining agreement between Petitioner and Teamsters Local 147, and pursuant to Chapter 20 of the Code of Iowa, certain impasse items were presented to a single arbitrator for decision during a hearing held June 5, 2003, in Creston, Iowa.
3. On June 12, 2003, the arbitrator, Mr. Paul Lansing, issued his decision (See Exhibit A attached hereto), on the aforementioned impasse issues, which constitutes agency action by Respondent PERB subject to judicial review pursuant to Iowa Code Chapter 17A.19(2).
4. The decision issued on June 12, 2003, by the arbitrator should be vacated by the Court.
5. The County and Teamsters agree to submit to Interest Arbitrator Sterling Benz the following impasse items:
  - A. Wages which includes on-call pay.
  - B. Insurance.
6. The County and Teamsters agree to an arbitration hearing by no later than September 22, 2003, with an arbitrator's award issued by not later than fifteen (15) days thereafter. The County and Teamsters agree to submit to each other their final offers

By signing below, all parties agree to the terms set forth above and state that this signed joint stipulation may be submitted to the Court for approval without further notice to any party.

Jan Berry Date  
Attorney for Respondent PERB



# TEAMSTERS

AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

2425 Delaware Avenue Des Moines, Iowa 50317-3580

LOCAL UNION

147

(515) 262-9711

FAX (515) 262-4979

## Union County Sheriff Union Contract Proposals - 2003

Article 9

Group Insurance

Current insurance plan

Article 11

Wages

Deputy Sheriffs may be placed in an "on Call" status in lieu of not more than six (6) work hours during a work day. Each hour of "On Call" time shall replace one-half (1/2) hour of work. Persons on call shall keep the City or County dispatcher informed at all times of their location and a telephone number where they can be contacted.

\$0.50 bargaining unit

\$0.60 Assistant Jailer

Wages retro-active back to July 1, 2003

**FINAL OFFER**

**Union County**

<b>1. Insurance</b>	<b>Plan B</b>	<b>Plan C</b>	<b>Plan D</b>
Employee contribution for Family	\$25.00	\$17.50	- 0 -

**2. Wages**

- a. Hourly Wage \$1.50
- b. Assistant Jail Administrator \$1.60

CERTIFICATE OF SERVICE

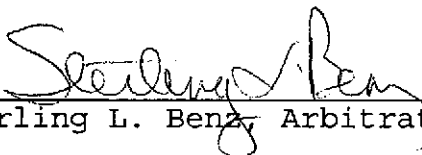
I certify that on the 3rd day of October, 2003, I served the foregoing Award of Arbitrator upon each of the parties to this matter by mailing a copy to them at their respective addresses as shown below:

Lou Herrera  
1011 Office Park Road, Ste. 6  
West Des Moines, IA 50265

Paul F. Cason  
Teamsters Local 147  
2425 Delaware Street  
Des Moines, IA 50317

Timothy C. Hall  
Attorney at Law  
1555 North RiverCenter Drive, Suite 202  
Milwaukee, WI 53212

I further certify that on the 3rd day of October, 2003, I will submit this Award for filing by mailing it to the Iowa Public Employment Relations Board, 514 East Locust, Suite 202, Des Moines, IA 50309.

  
Sterling L. Benz, Arbitrator

RECEIVED  
2003 OCT -6 AM 11:36  
IOWA PUBLIC EMPLOYMENT  
RELATIONS BOARD